

# DURHAM



1869  
CITY OF MEDICINE

## **Playground Mulch Term Contract**

**Bid No. 12-095-12**

**City of Durham  
Finance Department  
Purchasing Division**



**CITY OF DURHAM**

Finance Department

101 CITY HALL PLAZA, ANNEX BLDG. | DURHAM, NC 27701

919.560.4132 | F 919.560.4325

www.durhamnc.gov

December 17, 2012

Bid No. 12-095-12

**Proposals will be received in the City of Durham, Finance Department, Purchasing Division, until 4:30 p.m., January 10, 2013 for furnishing the following items listed below.**

*Bids can be faxed to 919-560-4325, hand delivered or mailed (see mailing/delivery instructions – under General Conditions No. 19).*

**The undersigned firm offers to supply the following to the City:**

**Playground Mulch**

Item No.	Quantity	Description	Unit Price	Extension
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1.	2,940 cubic yards	Engineered Wood Fiber (EWF) Delivered and blown by blower truck	\$_____ per cu/yd	\$_____
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**TOTAL**      \$\_\_\_\_\_

Manufacturer \_\_\_\_\_

Brand Bidding \_\_\_\_\_

Location - Shipping From \_\_\_\_\_

Name of Delivery Firm \_\_\_\_\_

Minimum Shipment Delivery \_\_\_\_\_

**SEE ATTACHED SPECIFICATIONS (IF ANY), WORKFORCE STATISTICS FORM,  
GENERAL CONDITIONS & EEO PROVISIONS**

**PLEASE SIGN AND INCLUDE DELIVERY AND TERMS**

**If the City of Durham issues to the bidder a Purchase Order that refers to the Bid Number shown on this bid, the bidder shall provide the quantities of goods required by the City during the period shown in the "Delivery" box on the Purchase Order (which period begins on the Order Date shown on the Purchase Order) unless that period is changed as provided in the bid documents. The bidder will not be obligated to fulfill a Purchase Order for a quantity that is not in accordance with the quantity limitations, if any, in the bid documents. The bid documents include all conditions, specifications, and terms on file in the City's Purchasing Division under that bid number.**

This the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(Date) (Month) (Year)

\_\_\_\_\_  
OFFICIAL LEGAL NAME OF BIDDER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE ZIP CODE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINT NAME TITLE

(\_\_\_\_) (\_\_\_\_)  
TELEPHONE NUMBER FAX NUMBER

\_\_\_\_\_  
FEDERAL I.D. NUMBER

\_\_\_\_\_  
EMAIL ADDRESS /COMPANY WEBSITE

CITY OF DURHAM PRIVILEGE LICENSE NUMBER \_\_\_\_\_

DELIVERY SHALL BE MADE WITHIN \_\_\_\_\_ DAYS AFTER RECEIPT OF  
PURCHASE ORDER.

PAYMENT TERMS: \_\_\_\_\_ METHOD OF SHIPMENT: \_\_\_\_\_

F.O.B.: DESTINATION ONLY

# ***SPECIFICATIONS***

## **Engineered Wood Fiber (Playground Mulch)**

### **INTENT OF SPECIFICATIONS**

#### **IA – Engineered Wood Fiber for Use as a Playground Safety Surface under and around Playground Equipment – ASTM F2075**

This specification covers engineered wood fiber for use as a playground safety surface under and around playground equipment. This specification establishes minimum requirements for the factors that determine particle size, consistency, purity, ability to drain, and heavy metal concentrations considered hazardous to children. This specification does not imply that an injury cannot be incurred if the engineered wood fiber complies with this specification. The performance requirements for (1) sieve test analysis, (2) hazardous metal test (for antimony, arsenic, barium, cadmium, chromium, lead, mercury, and selenium), and (3) magnetic and nonmagnetic tramp metal tests are specified. The sieve test apparatus shall include balances, sieves, sieve shaker, and oven. The test apparatus for hazardous metal test shall include metal sieve, pH, membrane filter, reagents, hydrochloric acid solution, Type 3 water, centrifuge, and container. The test apparatus for magnetic tramp metal test shall be an industrial grade magnetic wand with a cylindrical neodymium iron-boron rare earth magnet at the end of the probe. A schematic diagram of the magnetic probe is provided. The sampling method, sample test preparation, test procedure, and test report for the three test methods are detailed.

### **SCOPE**

This specification establishes minimum characteristics for those factors that determine particle size, consistency, purity, and ability to drain.

Engineered wood fiber that meets the requirements of this specification must comply with ASTM F1292 and ASTM F2075.

A sample of wood fiber that meets the requirements of this specification may be designated engineered wood fiber and be suitable for playground safety surfacing.

To meet the requirements of this specification, the material shall perform as follows:

- The material shall meet particle size requirements
- The material shall meet the requirement for metal particles
- 100% natural product and contains no chemicals or artificial ingredients
- The material shall meet the allowable heavy metal concentrations considered  
Hazardous to children
- EWF must be Environmentally Safe and meets non-flammability standards

# ***SPECIFICATIONS***

## **IB – Impact Attenuation of Surfacing Materials within the Use Zone of Playground Equipment – ASTM F1292**

This specification specifies impact attenuation performance requirements for playground surfaces and surfacing materials and provides a means of determining impact attenuation performance using a test method that simulates the impact of a child's head with the surface. The test method quantifies impact in terms of g-max and Head Injury Criterion (HIC) scores. G-max is the measure of the maximum acceleration (shock) produced by an impact. The Head Injury Criterion or HIC score is an empirical measure of impact severity based on published research describing the relationship between the magnitude and duration of impact accelerations and the risk of head trauma. Two test methods shall be used to determine the impact attenuation of a playground surface or surfacing materials: critical fall height test, and installed surface performance test. The following apparatus shall be required for implementation of the two test methods: temperature measuring device, impact test system, acceleration measurement system, drop height measurement system, and battery-operated equipment.

The purpose of this specification is to establish minimum impact attenuation requirements for playground surfaces in order to reduce the risk of severe head injury from falls.

This specification provides a uniform means of quantifying the impact attenuation performance of playground surfaces and is appropriately used to compare the relative performance of different playground surfacing materials.

This specification is to be used as a reference for specifying the impact attenuation performance of playground surfaces.

This specification provides a uniform means of comparing the impact attenuation performance of installed playground surfaces with the performance requirements of this specification and with other performance requirements expressed in terms of drop height. Consequently, the specification is appropriately used to determine the actual impact attenuation performance of installed playground surfaces under ambient conditions of use.

In combination with data relating impact test scores to head injury, the information generated by application of this specification is suitable to estimate the relative risk of a severe head injury due to a fall.

# ***SPECIFICATIONS***

## **SCOPE**

This specification establishes minimum performance requirements for the impact attenuation of playground surfacing materials installed within the use zone of playground equipment.

This specification is specific to surfacing used in conjunction with playground equipment, such as that described in Specifications F1148, F1487, F1918, F1951 and F2075.

This specification establishes an impact attenuation performance criterion for playground surfacing materials; expressed as a critical fall height.

This specification established procedures for determining the critical fall height of playground surfacing materials under laboratory conditions. The laboratory test is mandatory for surfaces to conform to the requirements of this specification.

The laboratory test required by this specification addresses the performance of dry surfacing materials.

The critical fall height of a playground surfacing material determined under laboratory conditions does not account for important factors that have the potential to influence the actual performance of installed surfacing materials. Factors that are known to affect surfacing material performance include but are not limited to aging, moisture, maintenance, exposure to temperature extremes (for example, freezing), exposure to ultraviolet light, contamination with other materials, compaction, loss of thickness, shrinkage, submersion in water, and so forth.

This specification also establishes a procedure for testing installed playground surfaces in order to determine whether an installed playground surface meets the specified performance criterion.

The results of a field test determine conformance of installed playground surfacing materials with the criterion of this specification and are specific to the ambient conditions under which the test was performed.

The impact attenuation specification and test methods established in this specification are specific to the risk of head injury. There is only limited evidence that conformance with the requirements of this specification reduces the risk of other kinds of serious injury (for example, long bone fractures).

This specification relates only to the impact attenuation properties of playground surfacing materials and does not address other factors that contribute to fall-related injuries. While it is believed that conformance with the requirements of this specification will reduce the risk of serious injury and death from falls, adherence to this specification will not prevent all injuries and deaths.

# ***SPECIFICATIONS***

The values stated in inch-pound units are to be regarded as standard. The values given in parentheses are mathematical conversions to SI units that are provided for information only and are not considered standard.

This standard does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory requirements prior to use.

## **BLOWER TRUCK DELIVERY**

Blower truck is a truck with a pneumatic delivery system that applies various types of landscape and ground cover material. It is designed to deliver and apply landscape bark mulches, compost, animal bedding, playground impact surface material, seed cover, bio filters, aggregate and turf topdressing, as well as material for erosion control and soil preparation. Truck must be equipped with push-feed technology that will move the material directly to the feeder. Feeder system must allow for the operator to operate at a very efficient and at a high rate of speed. Truck needs to have exactly a capacity of 40 cubic yards to be used in Durham Parks. Truck must be fitted with a 5 inch diameter 300 foot rubber hose.

## SPECIAL CONDITIONS

1. Please be sure to read and complete the Small Disadvantaged Business Plan (SDBE) forms supplied with this bid. They must be completed and returned with the bid proposal. Any bid submitted without these completed forms will be deemed as “non-responsive”. Questions related to completing the SDBE forms should be directed to the City of Durham, Equal Opportunity/Equity Assurance Department, telephone 919-560-4180.
2. The City of Durham will require that the mulch be a Certified Engineered Wood Fiber that meets the American Standard for Testing and Materials Specification for the Impact Attenuation and Wheelchair Accessible as required by the American Disability Act (ADA). **Bidder must provide material specifications and warranty documentation to verify product meets ASTM F1292 and ASTM F2075 to be included with bid proposal.** Failure to enclose this information will result in the bid being non-responsive.
3. The responsibilities under this (proposed) contract is that the City of Durham is not obligated during the period stipulated to purchase all of its “normal requirements” of the products and/or services indicated in this bid document from the contractor. The contractor is obligated to supply the quantities and/or services that the City of Durham requires for its operations. **Requirements stated herein are approximate; but, are for the entire normal requirements, whether more or less. Requirements stated are not guaranteed.**
4. Before the award of the contract, the successful bidder may be required to provide the City with a sample for evaluation purposes. A one gallon bag of the proposed product may be requested to be delivered to the Parks and Recreation Department, 400 Cleveland Street, Durham, North Carolina to the attention of Michelle Burger. City staff will review the sample submitted to make sure that it meets standards outlined in the specifications.
5. Award of this bid shall be made to the lowest responsible bidder. The City will deem what is in the best interest of the City to award by section or award both sections to one bidder, bidding on both items.
6. In the event of a default by the successful bidder to supply the product within seven (7) working days, the City reserves the right to procure these materials from other sources on an order by order basis and hold the successful bidder responsible and liable for the difference in cost incurred.
7. If there are any questions regarding the bid, please contact Chris Bernat, Purchasing Agent, at 919-560-4132, ext 18224.
8. The contract period is for twelve (12) months will begin upon notification in writing to the successful bidder. Prices are to be firm for the duration of the contract.
9. The City shall reserve the right to cancel the contract upon 60 days written notice.

## **SPECIAL CONDITIONS**

10. This contract may be extended for an additional twelve (12) months upon agreement from both parties in writing.
11. Whenever possible, the City will make adjustments to accommodate and/or improve unique or foreseen situations of the contractor. Example: If applicable, the City will agree to use a different product than requested, or if practical to obtain the desired product(s) needed.
12. Orders will be placed on an “as needed by park basis” with a minimum of (24) hours notice given when possible. Also, to give advance notification of any unusual requirements for special events, holidays, etc.
13. The City of Durham will conform to the contractor’s methods and procedures for loading, weighing, ticketing, or invoicing and all other rules and regulations established for the safety of personnel and customers as well as efficient handling of mulch.
14. The contractor(s) to whom the award is made must carry insurance in the following minimum amounts:

**Commercial General Liability, covering:**

- Premises/operations
- Products/completed operations (two years minimum, from project completion)
- Broad form property damage
- Contractual liability
- Independent contractors, if any are used in the performance of this contract
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)
- Combined single limit not less than \$2,000,000 per occurrence, with an annual aggregate on not less than \$4,000,000.

**Commercial Auto Liability, covering:**

- Symbol 1, all vehicles
- Combined single limit of \$2,000,000
- City of Durham must be named additional insured

**Professional Liability, covering:**

- Covering claims arising out of professional advisement / consultation services performed in connection with this contract
- Self-insured retentions/deductibles in excess of \$25,000 must be approved by the City Finance Director

## **SPECIAL CONDITIONS**

- Combined single limit not less than \$1,000,000 per occurrence; if coverage is only available on claims made basis, then additional coverage requirements may apply, subject to review of City Finance Director

### **Workers' Compensation Insurance**, covering:

- Statutory benefits;
- Covering employees; covering owners partners, officers, and relatives (who work on this contract) (this must be stated on the certificate)
- Employers' liability, \$1,000,000
- Waiver of subrogation in favor of the City of Durham

### **Insurance shall be provided by:**

- Companies authorized to do business in the State of North Carolina
- Companies with Best rating of A-, VII or better.

### **Insurance shall be evidenced by a certificate:**

- Providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- Certificates shall be addressed to:  
City of Durham,  
Purchasing Division  
101 City Hall Plaza Annex  
Durham, NC
- The insurance certificate and the additional insured endorsement must be originals and must be approved by the City's Finance Director before Contractor can begin any work under this contract.

Upon award of contract, the contractor(s) must provide an appropriate insurance certificate with the contract documents. Also, the insurer must notify the City thirty (30) days prior to any change in coverage.

# GENERAL CONDITIONS

1. Bids under \$90,000 are considered informal; therefore, they will not be opened at any specific time. Bids will be opened and tabulated the first working day following the due date shown on the "Request for Quotation".
2. The bid must be signed by an authorized official of the firm.
3. The City reserves the right to reject any or all bids. It further reserves the right to waive formalities and technicalities in as far as it is authorized to do so, where it deems it advisable in the best interest of the City.
4. All information requested, including manufacturer, model/part numbers, unit prices and extensions must be entered on the appropriate spaces provided; otherwise, bid is subject to rejection.
5. All bids must be submitted on this form; otherwise, they are subject to being rejected.
6. Do not include Federal or State taxes in the bid prices. The City is exempt from Federal Tax and will furnish exemption certificates. The City pays State tax; if you are awarded the bid, add State and Local (when applicable) sales tax to your invoice.
7. Any changes made after the bid has been awarded regarding specifications, quantities ordered, etc., must be with the written consent of the Purchasing Supervisor; otherwise, the responsibility for such changes will be with the supplier.
8. Alternate bids may be submitted; if deemed advantageous to the City, they will be evaluated and considered. The City is under no obligation to consider or accept an alternate bid and reserves the right to reject any or all such bids. Alternate bids may be made beyond responding to the terms and conditions of the solicitation or as the only response to the solicitation.
9. All exceptions to the specifications and/or special conditions must be noted in writing. Bids that fail to meet this condition are subject to rejection.
10. Brand names are used in specifications solely for denoting the type and quality of articles or articles wanted. When bidding items based on being "equal" to what are requested, literature and specifications describing the items must accompany the bid to ensure proper consideration.

# GENERAL CONDITIONS

11. All bids shall be firm for 45 days from the bid opening date.
12. Late bids will not be considered.
13. In signing the bid, Bidder agrees to comply with the provisions of the attached "Equal Employment Opportunity" provisions.
14. The City of Durham encourages participation from minority (MBE), women (WBE), and disadvantaged (DBE) business suppliers.
15. In case of default by the bidder, the City reserves the right to obtain articles or services from other sources and to hold the bidder responsible for the difference in cost.
16. All organizations doing business with the City of Durham are required to comply with all state, local and federal licensing requirements. This includes obtaining a City of Durham business privilege license (if applicable). All contractors receiving awards must conform to the City of Durham procedures that include obtaining a City of Durham Privilege License. To obtain a Privilege License, call (919) 560-4700.
17. Assistance in completing the bid forms is available by contacting the City's Purchasing Division, Chris Bernat, at telephone (919) 560-4132 ext. 18224 or email [chris.bernat@durhamnc.gov](mailto:chris.bernat@durhamnc.gov).

Lynette McRae  
Purchasing Supervisor

Chris Bernat  
Purchasing Agent

Raushan Gross  
Purchasing Agent

# GENERAL CONDITIONS

18. **MALING INSTRUCTIONS:** Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number as shown below: It is the **responsibility** of the bidder to have the bid in this office by the specified time and date of opening. Our office does not take responsibility for any bids not delivered to the Purchasing Division.

<b><u>DELIVERED BY US POSTAL SERVICE</u></b> <b><u>(REGULAR/STANDARD MAIL ONLY)</u></b>	<b><u>DELIVERED BY ANY OTHER MEANS/SPECIAL</u></b> <b><u>DELIVERY/OVERNIGHT (BY ANY OTHER CARRIER)</u></b>
<b>BID NO. _____</b> <b>CITY OF DURHAM</b> <b>FINANCE DEPARTMENT</b> <b>PURCHASING DIVISION</b> <b>101 CITY HALL PLAZA</b> <b>DURHAM, NORTH CAROLINA 27701</b>	<b>BID NO. _____</b> <b>CITY OF DURHAM</b> <b>FINANCE DEPARTMENT</b> <b>PURCHASING DIVISION</b> <b>101 CITY HALL PLAZA (ANNEX), 1<sup>ST</sup> FLOOR</b> <b>DURHAM, NORTH CAROLINA 27701</b>

\*\*\*\*\***SPECIAL NOTE – PLEASE READ**\*\*\*\*\*

**The US Postal Service DOES NOT deliver any mail (US Postal Express Mail, Certified, Priority, Overnight, etc.) to our physical address of 101 City Hall Plaza (Annex).**

# WORKFORCE STATISTICS

All vendors must complete and submit the following workforce information in order for bid to be considered.

## WORKFORCE STATISTICS CORPORATION STATISTICS

Total Workforce	_____	# Black Males	_____ (_____%)
Total # Females	_____ (_____%)	# White Males	_____ (_____%)
Total # Males	_____ (_____%)	# Other Males	_____ (_____%)
		# Black Females	_____ (_____%)
		# White Females	_____ (_____%)
		# Other Females	_____ (_____%)

## WORKFORCE STATISTICS OF LOCATION PERFORMING CONTRACT

_____	_____		
City	State		
Total Workforce	_____	# Black Males	_____ (_____%)
Total # Females	_____ (_____%)	# White Males	_____ (_____%)
Total # Males	_____ (_____%)	# Other Males	_____ (_____%)
		# Black Females	_____ (_____%)
		# White Females	_____ (_____%)
		# Other Females	_____ (_____%)

I certify that the information provided is true and correct at the time and date of filing this bid.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name of Firm